



TENDER DOCUMENT

(Dated: 11th October 2010)

Last Date for submission- on 27th October 2010 latest by 1.30 noon

**(For Supply, Installation and Commissioning of Computer systems,
storage, peripherals and Software at CO and ZO locations)**

Tender open to only Empanelled Hardware-Software vendors of LIC of India

**(Participation in this Bid will imply that the Bidder has accepted all the terms and
conditions of this Bid document)**

| Activity SCHEDULE | | |
|--|---|--|
| | Activity | Details |
| 1. | Release of RFP | 11.10.2010 |
| 2. | Bid Price | Not Applicable |
| 3. | Address for Receipt/submission of Bid document fees and EMD | The Executive Director(IT/BPR), LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 2 nd Floor, Jeevan Seva Annexe building, SV Road, Santacruz (W), Mumbai - 400 054 Fax: 022 - 22851915. |
| 4. | Bid Submission | BIDS TO BE SUBMITTED IN TWO DIFFERENT ENVELOPES MARKED AS : <u>Envelope-1:</u> "TECHNICAL BID for Procurement of Hardware & Software for LIC". <u>Envelope-2:</u> "COMMERCIAL BID for Procurement of Hardware & Software for LIC". These TWO envelopes should be placed in another envelope with the superscription "BID for Procurement of Hardware & Software for LIC". |
| 5. | Pre-Bid Meeting | 18 th October 2010, 11.00 AM at the address given in point (3) above. |
| 6. | Last date & time of submission | 27 th October 2010, 1:30 PM |
| 7. | Technical bid opening date, time and venue | Date :27 th October 2010, Time : 4:30 PM Address: LIC OF INDIA, CENTRAL OFFICE-IT DEPT, 3rd Floor, Jeevan Seva Annexe building, SV Road, Santacruz (W), Mumbai - 400 054. |
| 8. | Commercial bid opening date, time & venue | Will be intimated to the Technically qualified Bidders at a later date. |
| 9. | Contact Details | Email ID: hwsbid@licindia.com |
| 10. | Official Website(URL) | http://www.licindia.in |
| <i><u>The Schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.</u></i> | | |

Life Insurance Corporation of India

To,
HCL Infosystems, WIPRO Infotech, CMS Infosystems Pvt. Ltd, Acer India Pvt. Ltd.

Dear Sir/Madam,

Re: PURCHASE OF HARDWARE AND SOFTWARE FOR OUR OFFICES

Offers are invited for the supply, installation and commissioning of computer hardware and software at CO/ZO locations. The items and their specifications are as detailed in Annexure I.

The vendors will have to participate in the online reverse auction and they will have to abide by the e-business rules framed by LIC.

Annexure I, V, IX and X duly signed with company seal in envelope-1 and Annexure VI and VII in envelope-2 should be submitted before 1330 hrs on 27th October 2010. The makes and models of the equipments should be specified as per Annexure I. After evaluation of the bids, vendors will be advised to participate in e-bidding. Those who do not submit these documents (completed in all respects) in time shall be disqualified from this bidding process.

Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The ED (IT/BPR), LIC Of India, Central Office, IT Department, 6th FLOOR , West wing, "Yogakshema", Jeevan Bima Marg, Nariman Point, Mumbai – 400 021 with a Copy to ASST. SECRETARY (IT/Security), LIC Of India, Central Office, IT Department, 3rd FLOOR , Jeevan Seva Annexe, S V Road, Santacruz (w), Mumbai – 400054 as well as to the email id: hwsbid@licindia.com.

Yours faithfully,

Executive Director(IT/BPR)
LIC of India
CENTRAL OFFICE-IT DEPT, 3rd Floor,
Jeevan Seva Annexe building, SV Road,
Santacruz (W), Mumbai - 400 054

Enclosed:

Annexure I: Server, Storage and Software Specifications
Annexure II: Commercial Bid
Annexure III: Instructions to Vendor
Annexure IV: Conditions governing the bids
Annexure V: Details of Draft and EMD
Annexure VI: Commercial Bid* for Hardware (Indicative Price)
Annexure VII: Commercial Bid* for Software (Indicative Price)
Annexure VIII: Non-Disclosure Agreement
Annexure IX: Format for Bank Guarantee for EMD and Performance BG
Annexure X: Submission of BID

Software

| Sr. No. | Item Name | Description | Indicative No. of Licenses |
|---------|---|---|----------------------------|
| 1. | Windows Svr Ent 2008 Sngl OLP D | License OS: Windows Server 2008 64 bit Ent. Edition with latest patches or service packs down gradable up to 2003 | 07 |
| 2. | Exchange Svr Ent 2007 Sngl OLP D or above | License Exchange Version: Exchange Server 2007 Enterprise Edition or above | 07 |
| 3. | Windows Svr Std 2008 Sngl OLP D | License OS: Windows Server 2008 64 bit with latest patches or service packs down gradable up to 2003 | 21 |
| 4. | Exchange Svr 2007 Sngl OLP D or above | License Exchange Version: Exchange Server 2007 Standard Edition or above | 14 |

GENERAL NOTES:

(a) All the internal components of the Server(s) and Storage(s) must be "original components only". No local Integration of any type will be permitted with regard to all other internal components. The vendors should give an undertaking to this effect signed by their Company Secretary. This must be submitted with the invoices. The invoice and delivery challans must indicate the "part numbers" of the various components such as motherboards, memory chips, hard disks, SCSI controllers, Ethernet cards, monitors etc specially the machine serial number.

(b) The successful bidder must furnish a list of all the license numbers of the pre-loaded OS supplied by the vendor, along with a CoA (Certificate of Authority) from Microsoft for the same. This must be submitted along with the invoices.

(c) Servers / storage can be MNC brand or Indian brands with Microsoft certification. Vendors may quote their own manufactured Indian products or MNC brands. Each bidder can quote up to a maximum of two models/products for each hardware. If they are quoting a model/product from their own company/ brand/ subsidiary/ group company, then it shall be mandatory for them to quote another model/product from a non-related company/brand under the concerned hardware. In such cases, both models/products shall be considered to have the same price quote and LIC will have the right to choose the model/product which shall a binding on the bidder.

(d) Ethernet cards may preferably be of the following makes:
 (i) 3 Com (ii) Intel (iii) Compex (iv) Accton (v) D-Link (vi) SURECOM.

(e) Hard disks must be one of the following makes:

(i) Seagate (ii) Quantum (iii) Samsung (iv) Western Digital (v) Hitachi (vi) TEAC

(f) All servers should be of 64-bit and all servers as well as storages should be of the same brand/OEM.

The specifications will be as per Annexure I.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

ANNEXURE II

| Sl. No. | Item (A) | Indicative Quantity (B) | Price Validity | EMD* (INR) | PBG* (INR) |
|---------|---|-------------------------|------------------|---|---|
| 1 | Server-1 | 3 | Up to 31.12.2011 | 7 (seven) lakhs valid for 6 months from the date of closing of this RFP | 20% of PO with validity till THREE months after expiry of warranty period. Another 20% of PO valid for 2 years. |
| 2 | Server-2 | 2 | | | |
| 3 | Server-3 | 2 | | | |
| 4 | Server-4 | 5 | | | |
| 5 | Server-5 | 2 | | | |
| 6 | Server-6 | 2 | | | |
| 7 | Server-7 | 6 | | | |
| 8 | Server-8 | 3 | | | |
| 9 | Server-9 | 2 | | | |
| 10 | Server-10 | 1 | | | |
| 11 | Storage-1 | 3 | | | |
| 12 | Storage-2 | 3 | | | |
| 13 | Storage-3 | 4 | | | |
| 14 | Windows Svr Ent 2008 Sngl OLP D | 7 | Up to 31.12.2011 | 3 (three) lakhs valid for 6 months from the date of closing of this RFP | |
| 15 | Exchange Svr Ent 2007 Sngl OLP D or above | 7 | | | |
| 16 | Windows Svr Std 2008 Sngl OLP D | 21 | | | |
| 17 | Exchange Svr 2007 Sngl OLP D or above | 14 | | | |

Note:

THE ABOVE PRICE BREAK UP HAS TO BE SUBMITTED BY THE L1, L2 AND L3 VENDORS WITHIN 24 HOURS OF CLOSE OF REVERSE AUCTION.

The specifications are given in Annexure I. The quantities can be increased or decreased at the discretion of LIC. The L1 will be determined on the basis of the lowest bid for the total amount. Item-wise breakup has to be given by all vendors as per their lowest e-bid.

No interest shall be paid on EMD as well as PBG.

Both EMD and PBG shall be in the form of Bank Guarantee from any nationalized bank/scheduled bank to be submitted to the team issuing the PO.

INSTRUCTIONS TO VENDORS

1. Name of work: Supply and installation of hardware and software at various ZOs of LIC and CO.
2. Please read the Conditions governing the Quotations and all the Annexure carefully.
3. Procedure for Quoting Rates
The vendors will have to participate in the online reverse auction to be conducted after opening of commercial bids. Vendors will have to abide by the e-business rules framed by LIC.

Only price quotations may be submitted as per Annexure II. The initial commercial bid by each vendor will give the item-wise breakup and the total value. The start bid of the e-bidding process will be decided by LIC. While e-bidding will involve only the total value, all the vendors will have to give the item-wise breakup for the last lowest bid made by them.

LIC reserves the right to increase/ decrease the quantities of the items.

No consideration will be given to e-bids received after the time stipulated and no extension of time will normally be permitted for submission of e-bids.

4. Vendors should submit quotations only after carefully examining the documents/ conditions/ schedule of work.
5. E-bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
6. No amount should be quoted as charges during warranty period. Violation of these instructions would entail disqualification.
7. All prices should be quoted net of all discounts and exclusive of all taxes which will be on actuals as applicable.
8. Canvassing in connection with quotations is strictly prohibited and quotations submitted by vendors who resort to canvassing are liable to be rejected.
9. No price escalation, adjustment or any other escalation will be payable.
10. The order will be placed with L1 vendor. Service support is critical in a Core Business environment. In case LIC finds that the service support of the L1 vendor is not available or is not satisfactory at any particular centre / city, LIC may at its discretion place the order with some other vendor whose service support is satisfactory and who matches the L1 rates.
11. LIC reserves the right to accept / reject any bid without assigning any reason.
12. The Bidder should submit a Non-disclosure & Confidentiality Agreement as per RFP terms and conditions (along with clarifications and modifications, if any) immediately after the receipt of purchase order.
13. The bidder should submit a forwarding letter agreeing unconditionally to all the terms and conditions (along with clarifications and modifications, if any) of this bid document in the Technical Bid document.
14. To facilitate in Technical Evaluation of Bids, LIC reserves the right to call for any clarification from any/all bidder(s) during the evaluation of the bids, if necessary LIC team may visit the facilities of the bidder. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

15. EARNEST MONEY DEPOSIT [EMD]

Bidder is required to submit a Bank Guarantee as given in Annexure-II towards Earnest Money Deposit drawn in favour of "LIC of India", payable at Mumbai along with the Technical Bid in order to be eligible for participation.

No interest shall be paid on EMD.

Unsuccessful bidder's EMD will be discharged / returned without any interest within bid validity period and the successful bidder's EMD will be discharged/returned on furnishing performance guarantee from a Scheduled / Nationalized Banks for amount and validity as given in Annexure-II.

The EMD will be forfeited

- a) If a bidder withdraws his bid at any time after submission of the bid but before the issue of Purchase Order.
- b) In case of successful bidder, if the bidder dishonors its bidding commitments

16. All L-1, L-2 and L-3 bidders should give Item-wise (preferably with item no., description, quantity and cost) breakup as per their lowest e-bid within 24 hrs of close of reverse auction. This should invariably contain the prices for Dual Port 4Gbps FC HBA, Single Port 4Gbps FC HBA, HDD (146GB, 300GB, 600GB) in both 10K and 15K RPM under 2.5" as well as 3.5", RAM (2GB, 4GB, 8GB and 16GB), Internal RAID controller card with 512 MB Cache, etc. which should match with the price arrived as per their lowest e-bid.

CONDITIONS GOVERNING THE BIDS

1. Signatures: The person authorized to sign on behalf of the Company should sign the Reverse Auction Bidding Process Instructions (Annexure V) and the compliance statement (Annexure VI). The same should be submitted along with bid document. Those who do not submit the same shall be debarred from the e-bid process.
2. Equipment: The vendor should supply hardware to the LIC and commission these at SITE. Unless otherwise specifically referred, all the items of Computers, Peripherals, Software, and other items and work are referred to as EQUIPMENT in this document.
3. Installation: The Equipment is being procured for the LIC Offices. Prompt installation after delivery at various locations should be done with installation slip pasted on all hardware supplied bearing installation date and contact no. at the time of breakdown during warranty.
4. Delivery:
 - (i) The computer systems, equipment including structured cabling/ net-working should be supplied, installed, tested and commissioned within four weeks from the date of issue of the Purchase Orders.
 - (ii) In case the vendor awarded the contract is unable to deliver the hardware, LIC may levy penalties as stipulated hereinafter and/ or cancel the order and award it to any other vendor. Penalty amounting to 3% of the item cost will be levied per week of delay beyond 4 weeks of date of issue of purchase order (PO) or any part thereof subject to the total penalty not exceeding 30% of the item cost. The amount of penalty so calculated shall be deducted at the time of making any payment to the vendor. In the event of such cancellation of order, the vendor shall not be entitled to any compensation. Date of delivery will be date of last item delivered pertaining to a purchase order.
 - (iii) The vendor shall deliver along with the Equipment a complete set of system documentation and software manual. In the case of critical internal components like Hard disks, Mother boards, controller cards, Disk/ etc, the Manufacturer's literature/ product system documentation describing the Model/ make, functionalities, features etc shall also be supplied along with equipment.
5. Procedure for Quoting Rates: The vendor must quote his rates ONLY on Annexure-II in round rupees. The amount for each item should be worked out in figures only for the quantities specified.
6. Quantities liable to vary: The quantities furnished in Annexure II are only probable quantities which are liable to alteration by omission, deduction or addition and it should be clearly understood that the contract is not a lumpsum contract. Payment shall be regulated on the actual quantities of supply made or work done at the accepted rates.
7. Vendor not to make any alterations in document: No alterations which are made by the vendor in the specifications or quantities accompanying this notice shall be recognised, and if any such alterations are made the quotation shall be invalid. Any quotation which purports to alter, vary or omit any of the conditions herein is liable to be rejected.
8. Vendor to gather all information for /bear cost for submitting quotations
 - i) The vendor must obtain for himself on his own responsibility and at his own expense all information necessary including risks, contingencies and other circumstances to enable him to prepare a proper quotation and to enter into a contract with LIC.
 - ii) The vendor should also bear all the expenses in connection with the preparation and submission of his quotation.
 - iii) The vendor whose quotation is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.
9. Quotation to be complete, adequate and cover contingent costs including transit insurance:

The quotation must be complete in itself, properly worked out to cover all the vendor's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the vendor's costs, overheads and profits etc., completely for the individual items of work including cost for all necessary materials and labour, excise etc., as on the date of submitting quotations, if and as applicable, insurance against loss or damage by fire, theft or other usual risks during transit, and till the work is completed at site and handed over to LIC in all respects according to the true meaning and intent of the contract.

Prices should be quoted exclusive of sales tax /VAT, entry tax, octroi. Prices quoted must be valid as per Annexure-II and shall not be subject to escalation under any circumstances. No extra payment will be made for freight etc.

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10. Quoted rates not subject to escalation: No escalations in rates will be allowed on account of prices of components, basic material, exchange rates, freight and labour rates, etc.

11. Rights of LIC:

i) LIC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.

ii) While placing the Purchase Order, LIC further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason thereof. The deliveries will have to be made as per schedule of implementation which will be advised to vendor accordingly.

12. Assigning works: The work or any part of it should not be transferred, assigned or sublet without the written consent of LIC.

13. Other agencies at work: The vendor shall be required to co-operate and work in coordination with and afford reasonable facilities for such other agencies/ specialists as are/ may be employed by LIC on other works/ sub-works in connection with the project/ scheme of which this work forms part and in this connection it shall be deemed that the vendor had prior to submitting the quotation inspected the premises and taken all circumstances into consideration.

14. Acceptance Testing: Inspection/ Acceptance Test, if required, shall be carried out to the satisfaction of LIC at site. The vendor shall provide/ extend necessary assistance to LIC in the conduct of the acceptance tests/ inspection.

15. Transfer of Ownership: Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested, and accepted by LIC after conducting Acceptance Tests as specified in clause 15.

16. Insurance: The vendor should arrange for suitable transit insurance cover at no extra cost to LIC.

17. Warranty: The vendor shall provide to LIC warranty as per Annexure-I from the date of installation of equipment. This shall include preventive maintenance, repair/ replacement and free provision of spares, parts, kits as and when necessary from the date of satisfactory commissioning of the EQUIPMENT by the vendor and acceptance by LIC. This condition also applies towards system software and application packages delivered by vendor. The vendor shall particularly ensure that the systems and other software provided by the vendor is VIRUS free and does not cause disruption or other damage to the computer system or information contained in the computer system at the time of installation or subsequently. The detailed conditions, and covenants governing Repair and Maintenance Services are furnished in CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES.

18. Terms of Payment:

This tender is primarily for use of the proposed hardware and software by CO-IT/Security team who will be responsible only for placing PO for proposed hardware and software pertaining to their unit only as well as other activities including payments for the same to successful vendor for their unit only.

However, ED (IT/BPR) may allow this tender to be used by other units/depts./offices of LIC either on case to case basis or through a general order.

In case ED (IT/BPR) permits other LIC offices/units/depts. to use this tender for proposed hardware and software, all activities from end-to-end (i.e. from placing PO to making payments), troubleshooting, responding to queries (including RTI queries), legal issues etc. will be done by the user unit/ dept/ office without any dependency on CO-IT/Security team. Accordingly, billing for proposed hardware and software provided shall be done on the respective LIC units/ offices/ Departments which have issued PO to the successful vendor and for which the hardware and software were provided.

(a) No advance payment will be made by LIC.

(b) All payments pertaining to this tender will be made by respective LIC units/ offices/ Departments which have issued PO to the successful vendor and for which the hardware and software were provided.

(c) Documents to be produced for release of payment:-

- Invoice
- Delivery Challans in original, if any
- Performance bank guarantee as given in Annexure-II to be submitted to LIC units/ offices/ Departments which have issued PO.

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Invoice should contain reference of Purchase Order for execution, description of items delivered, quantity, unit price, total amount details.

The Amount against Penalties if any will be recoverable from further payments OR from performance Bank Guarantee OR from any other payment due to the Bidder.

19. Payment Schedule

Payment for Software: -

| Sl.No. | Payment Schedule | Documents are required to be submitted for release of payment |
|--------|--|--|
| 1. | Sixty (60) % of the cost of software or license cost shall be released against full delivery and installation of the OS and MS Exchange 2007 (or above) , of all the latest Versions/updates of software and other related items like accessories and manuals (If any) | Invoice for 60% cost (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount). |
| | | Delivery Challans "Proof of Delivery" in original |
| | | Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents |
| 1. | The Balance Forty (40) % software licenses cost shall be paid on successful migration and upgradation to MS exchange 2007 (or above) | Installation Certificate of OS and MS Exchange 2007 (or above) solution duly signed by Asst Secretary(or a higher ranking official) of concerned dept/unit. |
| | | Final Acceptance report as per LIC's format duly signed by Asst Secretary(or a higher ranking official) of concerned dept/unit and by the vendors authorized representative. |

Payment for Hardware/Storage: -

| Option. | Payment Schedule | Documents are required to be submitted for release of payment |
|---------|---|---|
| 1. | 75% of total cost of hardware will be paid if hardware deliveries are received within 3 weeks from the date of Purchase Order. The balance 25% will be paid after final acceptance | 1st Payment under option 1 as well as Option 2 |
| | | Invoice for the 75% or 50% cost as the case may be (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount). |
| | | Delivery Challans "Proof of Delivery" in original Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents |
| 2. | 50% of total cost of hardware will be paid if hardware deliveries including installation of OS are received within 4 weeks from the date of Purchase Order. The balance 50% will be paid after final acceptance | 2 nd Payment under option 1 as well as Option 2 |
| | | Invoice for the balance 25% or 50% cost as the case may be (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount) |
| | | Final Acceptance report as per LIC's format duly signed by Asst Secretary(or a higher ranking official) of concerned dept/unit and by the vendors authorized representative. A Performance Guarantee(PBG) as per annexure-II |

The decision as to whether the system has fully stabilized shall be taken by the respective LIC unit/dept. whose decision shall be final.

20. On-Site Repair and Maintenance Services: The vendor shall arrange for services of qualified service engineers having knowledge of both hardware and software, acceptable to LIC at the time of installation and during warranty period for trouble shooting, repair and replacement of all kits or parts and spare parts and to render such other support services, as may be necessary for satisfactory functioning of the EQUIPMENT, as stipulated in the CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES. No charges, fees accommodation, boarding, etc., shall be paid or provided by LIC to the service engineer or his assistants, if any.

21. Subcontracting : The vendor shall not without the prior written consent of LIC subcontract or permit anyone other than the vendor's own personnel to perform any of the work, services or other performance required of the VENDOR. Provided, however, that the personnel of the vendor's authorised service and support franchisees may be permitted to perform the repair and maintenance services as laid down in Clause 20 of this bid.

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22. Equipment Attachments: LIC shall have the right to make changes and attachments to the EQUIPMENT provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase the cost of performing repair and maintenance service.

23. The VENDOR shall warrant that the repair and maintenance service/ products offered for sale do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The VENDOR shall indemnify LIC from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

The vendor shall further explicitly absolve LIC of any responsibility/ liability for use of Systems/ Software delivered along with the equipment and of all cases of possible litigation/ claims directly or indirectly arising out of any breach/ claimed breach of patent copyright/ licence/ trade secret or other property right of any other person or other entity for the equipment and software(s) sourced either from third parties or from themselves.

24. Application software packages/ operating system software packages/ software upgrades etc., normally made available by the vendor to their customers/ users shall be provided to LIC and at no additional cost.

25. The vendor and their employees shall strictly undertake not to communicate, or allow to be communicated, to any person or divulge in any way any information relating to the ideas, concepts, know-how, techniques, data, facts, figures, and all information whatsoever concerning, or relating to LIC and its affairs to which the said employees have access in the course of the performance of their obligations to LIC. Such employees shall also execute letters of fidelity and secrecy in such form as may be prescribed by LIC.

26. Within the period of warranty/ maintenance cover stipulated in clauses 20 above, LIC shall have the right to:

- i) Shift the EQUIPMENT to an alternate site at its choice.
- ii) Disconnect/ connect/ substitute computer systems and/ or peripherals, acquired from another vendor and also
- iii) install electronic components such as circuit cards etc., to enhance the system's performance.

The computer systems, Peripherals, Electronic Components, Circuit Cards, etc., referred to above may be obtained by LIC from the other vendor after advance consultation with the representatives of the vendor of this contract, who would not unreasonably withhold consent in these matters. LIC shall bear the charges for such shifting and the vendor should provide necessary assistance to LIC for the smooth reinstallation process at no additional cost to LIC. The conditions contained herein would continue to be binding on the vendor after such shifting and reinstallation.

27. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration.

The arbitrator may be appointed by both the parties or in case of disagreement, each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act 1996.

28. The Vendor should point out any discrepancy/ deficiency in the Purchase Orders within four days of its receipt. The date on which the required information / correction in Purchase Order is intimated to the Vendor would be deemed to be the date of acceptance of the Purchase Order for the purpose of calculating the delivery period, and penalty thereof.

29. Indemnity, Copyright Violation and Patent Rights:

- The bidder assumes responsibility for and shall indemnify and keep LIC harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase order including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder in connection with the performance of any system covered by the purchase order.
- The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase order and to protect LIC during the tenure of purchase order.
- The bidder shall comply with all statutory instructions / guidelines issued by RBI/TRAI/GOI/IRDA or any other government authority/regulator from time to time and will hold LIC indemnified against any action / penalties imposed.
- The solution should be capable of providing extracts from records as may be required by LIC or Law enforcement agencies.

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- In the event of any third party raising claim or bringing action against LIC including but not limited to action for injunction in connection with any rights affecting the solution provided by the bidder covered under the purchase order or the use thereof, the bidder agrees and undertakes:
 - (i) To defend and / or to assist LIC in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against LIC.
 - (ii) To indemnify, keep indemnified and hold harmless LIC against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/ or intellectual property right of any third party or parties in connection with use of the solution provided by the bidder whether or not LIC is held liable by any court judgment. PROVIDED HOWEVER, LIC agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to LIC under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between LIC and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

LIFE INSURANCE CORPORATION OF INDIA RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASONS.

30. LIC may, at its discretion, reduce the validity period of the tender.

31. If at any future point of time, it is found that the Bidder had made a statement which is factually incorrect or if the bidder does not fulfill any of his contractual obligations, LIC may debar the Bidder from bidding prospectively for a period to be decided by LIC and take any other action as may be deemed necessary.

32. Decision of the competent authority in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid.

33. The successful bidder shall co-operate with the other bidders appointed by the LIC & other business partners of LIC, so that the work shall proceed smoothly without any delay and to the satisfaction of LIC.

34. No extra claim shall be entertained on account of all the redo of work on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.

35. In the event that LIC wishes to terminate services, 30 day written notice will be sent to the bidder for termination of services without assigning any reason. In the case of termination / cancellation of the order, the bidder will not be entitled to or recover from LIC any amount by way of damages, loss or otherwise. In such a situation, Bidder will be paid the balance amount, after calculating on pro-rata basis, till the date of termination of the contract. In the event of cancellation of agreement or termination of the order, the bidder will assist in smooth migration to new bidder.

36. LIC reserves the right to place purchase orders in phased manner.

37. In case of purchase of any item through this tender for use in existing MS Exchange based mailing services, then as per the terms and conditions of current RFP for Exchange Upgrade, Implementation & Management, the existing mail server vendor will be given the first option to match the prices of such items within 72 hours of such an event and supply and install these items even if the existing mail server vendor does not become L-1 bidder under this RFP.

38. The project planning and implementation should be done keeping in view that normal working hours in LIC offices at Mumbai, i.e. 1030-1730 hrs on Monday to Friday and 1030-1400 hrs on Saturdays and at Pune, i.e. 1000-1700 hrs on Monday to Friday and 1000-1330 hrs on Saturdays excluding holidays.

39. Soft copy of the Technical Bid document (without any price/commercial details) shall also be submitted in the technical bid envelope. Any tender not submitted in the prescribed format/s and/or incomplete may be liable for rejection without asking any further reason. LIC is not responsible for non-receipt of bid/clarification/quotation etc. within the specified date and time due to any reason including holidays or delays.

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40. Reverse Auction:

LIC shall provide web based E-tender system for reverse auction. Negotiation, if any shall be done through online reverse auction with pre-qualified tenderers, if there are more than one pre-qualified tenderers.

The bidder shall arrange the Digital certificates from a Certifying Agency notified by comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.

LIC reserves the right to accept the lowest bid either in full or part thereof or totally reject the bid. LIC may distribute the tendered scope to more than one tenderer at any of the locations.

41. Force Majeure: For purposes of this clause, "force majeure" means an event beyond the control of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, the Bidder shall promptly notify LIC in writing of such condition and the cause thereof within a period of seven calendar days.

Unless otherwise directed by the LIC in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

42. Limitations of liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/bidder to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract value with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

43. Pre-bid meeting: A Pre-bid meeting will be held with all the interested bidders on 18th October 2010 at 11.00 AM at the address given in the activity schedule. Maximum two authorized representatives from each bidder/firm are allowed to attend the pre-bid meeting and the details of such persons should be mailed to LIC by 16th October 2010, 1.00 pm. The bidders should send their queries in writing so as to reach us latest by 2:00 PM on 15th October 2010 to the e-mail id mentioned in serial number 9 of the activity schedule through e-mail. Queries not received within this time may not be taken up.

Responses to clarifications sought by the bidders about the tender document and approved modifications (if any) issued by LIC will become part of the tender document. The modifications (if any) would be uploaded as a corrigendum to the tender.

44. Evaluation of Bids: Commercial Bids of these bidders who satisfy minimum technical specifications will be opened and then all bidders will be asked to participate in online reverse auction on the date decided by LIC. The bidder quoting the lowest quote at the end of online reverse auction in response to this tender will be selected.

45. KINDLY NOTE THAT BIDS WHICH ARE NOT ACCOMPANIED BY A DULY SIGNED forwarding letter agreeing to ALL TERMS AND CONDITIONS of the bid WILL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES. Each page of the bid response should be serially numbered, signed and stamped (both technical and commercial).

LIC will not in any way be responsible for late submission or delivery at any other address other than that mentioned above.

40. Participation in this tender will mean that the bidder has accepted all clauses of this tender and subsequent modification(s) to this tender, if any.

46. LIC reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Corporation, the best interests of the Corporation would be served. However, this will be done before opening of the commercial tender(s).

47. All documents submitted in response to the RFP become the property of the Corporation on submission. Corporation can use the RFP for all purposes relating to the evaluation of responses and the conduct of any further stages in this staged tender process.

48. Where a respondent claims confidentiality or seeks to reserve intellectual property rights in respect of any part

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of its response to this RFP or requests such part should be treated as “confidential” or “commercial in confidence”, the respondent must:

- Clearly mark the part of the document in respect of which the claim is made;
- State the basis of the claim for confidentiality for each item marked (A blanket claim cannot be reasonably made); and Satisfy Corporation that such a claim is reasonable

Despite provisions above, respondents should be aware that there are circumstances under which the Corporation will have to divulge respondents' information including where it is required by law, the Ministry or a Committee of Parliament, the RTI Act, etc.

49. DISCLAIMER:

Subject to any law to the contrary, and to the maximum extent permitted by law, LIC and its officers, employees, contractors, agents and consultants etc. disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentations on the part of LIC or any of its officers, employees, contractors, agents or advisors.

50. NO LEGAL RELATIONSHIPS:

No binding legal relationship will exist between any of the respondents and LIC until execution of a contractual agreement.

51. Language of Bid:

The bid prepared by the bidders as well as all corresponding and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be written in English.

CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES

During warranty, THE VENDOR shall agree to maintain the EQUIPMENT in good working order and for this purpose shall provide the following repair and maintenance services.

a) Preventive Maintenance : THE VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, replacement of unserviceable parts, cleaning and removal of dust and dirt from the interior of the EQUIPMENT, and necessary repairing of the EQUIPMENT) once within the first fifteen days of the commencement of the warranty period and once within the first fifteen days of every subsequent month, on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, THE vendor recognizes LIC's operational needs and agrees that LIC shall have the right to require the vendor to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.

b) THE VENDOR shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn out defective parts of the EQUIPMENT immediately. In case where unserviceable parts of the EQUIPMENT need replacement THE VENDOR shall replace all such parts, at no extra cost to LIC with brand new parts or those equivalent to new parts in performance. THE VENDOR in effecting any such replacement shall not remove the equipment or any part thereof until the vendor is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts are not identical in all respects to the part replaced, THE VENDOR shall inform LIC in writing at the time of such replacement. LIC in such case has the right to request THE VENDOR to replace the parts with the original compatible parts only and THE VENDOR will comply with such request forthwith.

c) THE VENDOR shall ensure that faults and failures intimated by LIC as above are diagnosed and repaired within two hours for centres in Mumbai, and four hours for centres outside Mumbai. If the repair work is expected to be prolonged beyond two hours, or four hours, as the case may be, of downtime, the vendor shall replace the defective EQUIPMENT with STAND BY EQUIPMENT immediately, and restore operations.

d) Performance expected:

SYSTEM UPTIME for the purpose of this document is defined as productive and error free time of the following equipment reckoned on a quarterly basis:

- i) Server
- ii) Storage.

The system uptime efficiency shall be computed as under:-

(TOTAL TIME minus DOWN TIME) divided by TOTAL TIME multiplied by 100 where TOTAL TIME all days including Sundays and holidays.

DOWN TIME is the aggregate time lost due to any breakdown and remedial maintenance of the above-mentioned

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equipment during the quarter.

PERFORMANCE : THE VENDOR shall guarantee and ensure post installation SYSTEM UPTIME efficiency of 99% for the full configuration of the equipment, in every quarter.

PENALTY : Without prejudice to any of LIC's other rights and remedies, a penalty of Rs 1000/- per hour will be levied by LIC for failure to deliver the guaranteed uptime or defaults therein for downtime exceeding 2/ 4 hours on equipment as defined in Clause (d) above and shall be deducted by LIC from the PBG held by LIC or any other payment due to the vendor.

e) The vendor shall also guarantee that there shall not be more than three failures of Server(s)/ Storage(s), in any calendar quarter at any Site. In the event of more than three failures in these critical components, the Vendor shall REPLACE the defective equipment with NEW compatible equipment, acceptable to LIC, immediately.

f) The vendor may keep spares of essential kits or parts of the EQUIPMENT, at each centre, such as Mother boards, 1 or 2 key boards, both for the File Server and other PCs, Work Stations, Controller cards, Monitors, key boards, power cords, printer interface and other cables, and other essential parts as may be required to keep the downtime minimal. The vendors, if they choose, may install their own standby system of identical specification. If such systems are acceptable to LIC, the period of use of such systems shall be deducted from the downtime for all purposes.

g) SPARE PARTS AND TEST EQUIPMENT:

The Vendor shall undertake to maintain necessary tools, test Equipment, sub-assemblies, kits of parts, components and spare parts for 5 years) from the date of installation of EQUIPMENT at SITE, to enable it to fulfill the obligations.

h) In the event the vendor decides to discontinue the supply of sub-assemblies, kits of parts, components and spare parts for EQUIPMENT purchased after the expiry of the said five years, the vendor shall give 12 months notice prior to such discontinuance and assist LIC to make alternative arrangements.

i) All engineering changes generally adopted hereafter by THE VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to LIC.

j) A log/ register shall be maintained INDIVIDUAL OFFICE-WISE by the Service Engineer at the SITE to record each incident of EQUIPMENT malfunction, errors, faults, failures, defects, etc., indicating the date and time at which the vendor was informed of/ noticed the malfunction, errors, faults, failures, defects, etc., and the date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction, errors, faults, failures, defects etc., or as discovered, and repaired during the regularly scheduled Preventive Maintenance. LIC shall use the same log for recording the nature of malfunction, errors, faults, failures, defects, etc., observed in the equipment the date and time of their occurrence and the date and time of their communication to the vendor. The entries in the register under the initials of LIC representatives, shall constitute conclusive proof of the malfunction, errors, faults, failures, defects, etc.

Details of Draft and EMD

| | EMD of Hardware & Storage | EMD of Software |
|---|------------------------------|-----------------|
| Demand Draft/ Performance Bank guarantee details with date | | |
| Name & address of the Bank: | | |

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Commercial Bid* for Hardware (Indicative Price)

| Sl. No. | Item (A) | Indicative Quantity (B) | Price per item (INR) (C) | Total Price (INR) = BxC |
|--------------------------|-----------------|--------------------------------|---------------------------------|--------------------------------|
| 1 | Server-1 | 3 | | |
| 2 | Server-2 | 2 | | |
| 3 | Server-3 | 2 | | |
| 4 | Server-4 | 5 | | |
| 5 | Server-5 | 2 | | |
| 6 | Server-6 | 2 | | |
| 7 | Server-7 | 7 | | |
| 8 | Server-8 | 2 | | |
| 9 | Server-9 | 2 | | |
| 10 | Server-10 | 1 | | |
| 11 | Storage-1 | 3 | | |
| 12 | Storage-2 | 3 | | |
| 13 | Storage-3 | 4 | | |
| Grand Total (INR) | | | | |

* L1 will be decided at the end of online reverse auction and payment will be made as per actual procurement. All the items are with 5 years 24x7 comprehensive onsite warranty.

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Commercial Bid* for Software (Indicative Price)

| Sl. No. | Item (A) | Indicative Quantity (B) | Price per item (INR) (C) | Total Price (INR) = BxC |
|--------------------------|---|--------------------------------|---------------------------------|--------------------------------|
| 1 | Windows Svr Ent 2008 Sngl OLP D | 7 | | |
| 2 | Exchange Svr Ent 2007 Sngl OLP D or above | 7 | | |
| 3 | Windows Svr Std 2008 Sngl OLP D | 21 | | |
| 4 | Exchange Svr 2007 Sngl OLP D or above | 14 | | |
| Grand Total (INR) | | | | |

* L1 will be decided at the end of online reverse auction and payment will be made as per actual procurement.

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Non Disclosure: To be included as a part of the Non-Disclosure Agreement to be duly notarized and executed on a Rs. 200/- Stamp Paper.

I. The bidder (and his employees) shall not, unless the Corporation gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Corporation (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

II. The bidder, his employees and agents shall not without prior written consent from the Corporation make any use of any document or information given by the user, except for purposes of performing the contract award.

III. In case of breach, the Corporation shall take such legal action as it may be advised.

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

Life Insurance Corporation of India

Annexure-IX

(Format for Bank Guarantee for EMD and Performance BG)

This Deed of Guarantee executed by the ----- (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places " having its head office at ----- (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its Central Office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai 400021, formed under the act of the Parliament LIC Act ,1956 (hereinafter referred to as the Corporation) for an amount not exceeding Rs._____/ - (Rupees.....), at the request of (Bidder's Name & address) -----(hereinafter referred to as the "Bidder").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. ____/- (Rupees) and the Guarantee shall remain in force for a period up to _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by the Corporation.

Whereas ----- (Bidder's Name) having its head office at ----- has been bidder of the Corporation vide bid dated _____ 2009 and subsequent modifications to the tender dated _____ and as per the terms and conditions mentioned in the Tender Document.

And whereas the _____ (name & address of the bank) has agreed to give on behalf of the Bidder a guarantee, therefore we hereby affirm that we guarantee and are responsible to you on behalf of the bidder up to a total amount of Rs_____/ - (Rupees) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____(Rupees) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. ____/- (Rupees).
3. The Bank Guarantee will be valid for a period up to _____.
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
5. The Corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT THIS DAY OF

SEALED AND SIGNED BY THE BANK

Submission of BID

The Executive Director (IT/BPR),
LIC Of India, Central Office, IT Department,
6th FLOOR , West wing, "Yogakshema",
Jeevan Bima Marg, Nariman Point,
Mumbai – 400 021

Dear Sir,

Sub: Request for Proposal (RFP) for Hardware, Storage and Software

We have examined the RFP and subsequent pre-bid clarifications/ modifications / revisions furnished by LIC and we offer to supply, install, commission, and maintain the hardware and software as per the terms and conditions of this RFP. We shall participate in online reverse auction to be conducted on the date advised to us.

While submitting this bid, we certify that:

- (a) Indicative prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- (b) The indicative prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
- (c) We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- (d) We agree that the rates/ quotes, terms and conditions furnished in this tender will be applicable to LIC.
- (e) The rate quoted in the commercial bid for hardware and software are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by LIC in writing, without any exception.

If our offer is accepted, we undertake to complete the delivery, installation, and commissioning & operationalise the equipment as per the terms and conditions of the RFP.

We agree to abide by this offer as defined in this RFP from the date of online reverse auction, and our offer would remain binding upon us and may be accepted by LIC any time before the expiry of that period.

Until a formal contract is prepared and executed, this offer, together with LIC's written acceptance thereof and LIC's notification of award would constitute a binding contract between us.

We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, LIC will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the RFP.

We understand that LIC may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company